

REMARKS

Claims 1-27 are pending in the present application, with claims 1-16 having been withdrawn from consideration.

Independent claim 17 has been amended hereby. It is respectfully submitted that no new matter has been presented and no new issues have been raised by the present response.

Applicant hereby affirms the election of Group III, claims 17-27, drawn to a method, as indicated in the Office Action (see Office Action, p. 2, lns. 17-21). Claims 1-16 are withdrawn from consideration as being drawn to a non-elected invention.

Claims 17-27 were rejected under 35 U.S.C. § 101 as being allegedly directed to non-statutory subject matter. Applicant respectfully disagrees with the rejection of claims 17-27, and submits that claims 17-27 as originally presented are patentable under 35 U.S.C. § 101. Nevertheless, independent claim 17 has been amended hereby to more clearly define the present application. It is respectfully submitted that amended independent claim 17, and claims 18-27 depending therefrom, are patentable under 35 U.S.C. § 101.

Claims 17-27 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over *Barrons*, "Dictionary of Finance and Investment Terms," pp. 44-45, 332-333 (1998) (hereinafter "Dictionary").

The Office Action states that the Dictionary teaches a line of credit and a loan (see id., p. 3, lns. 20-24). The Office Action notes that the Dictionary "fails to expressly teach of determining and requesting a single payment for the loan and line of credit" (see id.). The Office Action, however, subsequently states that "[i]t would have been obvious for one skilled in the art at the time to have consolidated the payments of the two loan products into a single monthly payment" (see id., lns. 24-25). Applicant respectfully disagrees.

As understood by Applicant, the Dictionary discloses that a bank line, or line of credit, is a moral commitment to make loans to a particular borrower up to a specified maximum during a specified period, and is commonly associated with compensating balances being kept on deposit (see Dictionary, p. 45). Additionally, as understood by Applicant, the Dictionary discloses that a loan is a transaction wherein a lender allows a borrower to use property owned by the lender, customarily associated with a promise to return the property after a specified period of time along with payment for use (see id., p. 332).

Thus, the Dictionary not surprisingly merely describes what is a loan and what is a line of credit. The Dictionary does not describe determining loan payment information and

line of credit payment information, and then determining a single payment from the loan payment information and the line of credit payment information.

Furthermore, Applicant respectfully submits that the Dictionary does not teach or suggest a computer-implemented method for requesting a single payment for an account, comprising issuing a loan, determining loan payment information for the loan according to a loan payment term and an interest rate, issuing a line of credit, determining line of credit payment information for the line of credit according to an outstanding balance and an interest rate, storing the loan payment information and the line of credit payment information associated with the account, determining the single payment from the loan payment information and the line of credit payment information, and requesting the single payment due on the account, as recited in amended independent claim 17. Therefore, it is respectfully submitted that the present application is not rendered obvious by the disclosure of the Dictionary.

Accordingly, it is respectfully submitted that amended independent claim 17, and claims 18-27 depending therefrom, are patentable over the Dictionary. Withdrawal of the rejection under 35 U.S.C. § 103(a) is respectfully requested.

This communication is believed to be fully responsive to the Office Action and every effort has been made to place the application in condition for allowance. The claims are believed to be patentable over the Dictionary and a favorable Office Action is hereby earnestly solicited.

If a telephone interview would be of assistance in advancing prosecution of the subject application, the Examiner is invited to contact the undersigned at the number provided below. If any fee is due in connection with the present response, the Commissioner for Patents is hereby authorized to charge the requisite fee to our deposit account number 02-0393.

Respectfully submitted,

Date: September 12, 2005

By: 

Frank M. Gasparo
Registration No. 44,700
Baker & McKenzie LLP
805 Third Avenue
New York, NY 10022
Telephone (212) 751-5700
Facsimile (212) 759-9133